

**City of College Station - College Main Parking Garage
MONTHLY UNRESERVED PARKING SPACE LICENSE**

Name ("Licensee" or "Contractor" hereinafter): _____

Local Phone: (____) _____ Local Address: _____

Permanent Phone: (____) _____

Vehicle Year/Make/Model: ____ / ____ / ____

State/License Number: ____ / ____ Perm. Address: _____

Access Card Number: _____

This contract parking agreement is made and entered into this ____ day of _____, 200__, by and between the City of College Station, Texas, a home-rule municipality ("Licensor" or "City" hereinafter), acting by and through its Finance Department Director, or his/her designee, ("Director" hereinafter), and the above listed Contractor to use the College Main Parking Garage under the terms and conditions set forth herein.

1. **LICENSE.** Subject to the terms and conditions of this Agreement, City grants Contractor a license to use, in common with other contractors and the public, a portion of the College Main Parking Garage ("Garage" hereinafter). Contractor may use and occupy one (1) unreserved parking space in the Garage on the indicated dates at the indicated times for the rental rates stated below for the following express purposes and no other purpose: Parking is for normal passenger vehicles only, including pick-up trucks and passenger vans provided they meet height restrictions of the Garage. The City shall in no manner be obligated to provide any particular parking space. This license is not transferable and may not be assigned without prior written consent of the Director.

2. **TERM/DAYS/HOURS.** This license shall be from month-to-month beginning the ____ day of _____, 200__, through the last day of _____, 200__. Contractor is authorized to park in the Garage Monday through Sunday between the hours of 6:00A.M. through 9:00P.M.

3. **PAYMENTS.** The monthly licensing fee shall be \$40.00 per month. Partial first month rental fees shall be prorated at \$1.29 per day. The prorated licensing fee for the first month shall be \$_____.

4. **DEPOSIT/ACCESS CARD.** Contractor shall pay a \$25.00 security deposit upon execution of this Agreement. Contractor agrees to return to the City any and all access card issued by the City to Contractor immediately upon termination of this Agreement. Access card(s) not returned to the City within ten (10) days of termination of this Agreement shall be deemed lost. Contractor is responsible for the access card issued by the City and will be assessed a fee of \$25.00 for replacement of a lost, stolen, or damaged card.

5. **RENEWAL.** This license shall renew automatically upon payment by Contractor of the monthly fee not later than the 25th day of the month preceding the renewal period. In the event any renewal licensing fee is not paid by said date, the City may, at its option, deactivate Contractor's parking access card after 7:00P.M. on the last day of the month.

6. **ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE OWNER'S RISK / NO SECURITY PROVIDED.** Contractor understands and expressly agrees that the City will not accept the vehicle in bailment or for safekeeping; nor shall the City be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. Contractor expressly acknowledges that the City shall have no duty to provide security, and expressly does not assume any obligation to provide for the security of the Garage or to protect individuals using the Garage, or vehicles or property in the Garage, from criminal activities.

7. **DAMAGED PROPERTY.** If Contractor, or his/her guests or agents, damages any personal property in the Garage, or damages any Garage equipment, in addition to any liability Contractor may have for any claims, losses or costs arising out of such damage, the City may terminate this Agreement and render ineffective any access cards issued under this Agreement.

8. **TERMINATION.** An event of default shall be deemed to occur should any of the following events happen:

- a. failure of Contractor to timely pay any fee or invoice;

- b. repeated failure of Contractor, or of his/her guests or agents, to obey the rules of the City concerning matters of security, safety, or preservation of the City facilities, during the term of the Agreement; or
- c. failure of the Contractor to comply with any other term or condition of this Agreement, including any addenda or amendments hereto.

In the event of default, the City shall notify the Contractor in writing, and the City may terminate this Agreement immediately upon notice to said Contractor, without penalty or liability to the City, and the City may retain all fees previously paid.

9. RULES. By signature below, Contractor expressly acknowledges receipt of College Main Parking Garage Rules. Contractor expressly agrees to provide a copy of said Rules to any guest or agent who utilizes the Garage.

10. FORCE MAJEURE/OCCUPANCY DISRUPTION. If the (1) Garage or any portion thereof shall be destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State, or local levels, so as to prevent the use of the Garage for the purposes and during the periods specified in this Agreement, or (2) if the use of the Garage by Contractor shall be prevented by acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; material or labor restriction by any governmental authority, civil riot, flood, drought or any other cause beyond the reasonable control of Contractor or the City, then this Agreement shall terminate upon at least five (5) days written notice, if practicable, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". **In the event of a termination by reason of "Force Majeure", the City shall not be liable or responsible to the Contractor for any damages caused thereby and Contractor waives all claims against the City, its officials, employees and agents, for damages sustained by reason of such termination,** except that any unearned portion of payments due hereunder shall abate, or, if previously paid, shall be refunded by the Director to Contractor within thirty (30) days of the date notice was given under this section.

11. RIGHT TO EJECT. The City and Director reserve the right to eject or cause to be ejected from the Garage any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the Garage. Neither the City, the Director, nor any of its officers, agents or employees shall be liable to Contractor for any damages that may be sustained by Contractor through the City's or the Director's exercise of such right.

12. CLOSURE OF GARAGE. The City reserves the right to close the Parking Facility for repairs and maintenance. When closing the Parking Facility, the City shall seek to avoid any inconveniences to customers. No refunds will be given when the Parking facility is closed for periods of five (5) consecutive days or less.

13. TOWING. The parties agree that Department shall have the right, without further notice to Contractor or to Contractor's employees or guests, to have towed any vehicle that is parked in the Garage illegally or in violation of posted signs.

14. MATTERS NOT COVERED. Any decision concerning a matter not specifically covered by this Agreement, on subject matters reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the Director.

15. ENTIRETIES. Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and enforceable as a result but rather shall remain in full force and effect.

16. NO ASSIGNMENT. The Contractor may not assign its rights, obligations or duties hereunder without first receiving the written consent of the Director.

17. LIABILITY AND INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the City, Department, and their officials, employees, and agents against any claims, causes of action, liability, or damages, including reasonable attorneys' fees, for (a) bodily injury or death to any person, and (b) damage to property of any person, including, but not limited to that of the City's or Contractor's agents or employees, resulting directly from, or caused by, the willful misconduct or negligence of Contractor or Contractor's agents, employees, contractors, or card holders.

18. NON WAIVER. The Director's acceptance of rent or failure to complain of any action, non-action or default of Contractor, whether singular or repetitive, shall not constitute a waiver of any of the City's rights. If Contractor's payment of any sum due the City is accompanied by written conditions or is represented by Contractor to be a settlement or satisfaction of any obligation, the Director may accept and deposit such moneys without being bound by such conditions or representations unless the Director expressly agrees in a separate written instrument. The Director's waiver of any right of the City, or any default of Contractor's, shall not constitute a waiver of any other right or constitute waiver of any other default or any

subsequent default. The City's agents and representatives do not have authority to make any changes to this Agreement except by authorized written amendments signed by the Director.

19. ATTORNEY'S FEES. If the Department is required to file suit to collect any amount owed it under this Agreement, Department shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.

20. ENTIRE AGREEMENT/AMENDMENTS. This Agreement constitutes the entire Agreement between the parties, and supersedes any and all previous written or oral agreements or representations between the parties. This Agreement may only be amended in writing signed by both parties

21. JURISDICTION/VENUE. This Agreement is made under the laws of the State of Texas, and any disputes that arise under or related to this Agreement shall be governed by the laws of Texas, without regard to conflicts of law principles. Venue for any legal action involving this Agreement shall be in Travis County, Texas.

22. NOTICES. Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: *For Contractor:* As listed on page one of this Agreement. *For City:* City of College Station Accounting, 1101 Texas Avenue South, College Station, TX 77840. [(979) 764-3565].

23. AGENT'S AUTHORIZATION. The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

WHEREFORE, this Agreement is executed to be effective on the ____ day of _____, 200__.

CONTRACTOR

City of College Station:

A Home Rule Municipality

By: _____

By: _____

Printed Name: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____